

1900-052 Chancery Causes: Grauman & Shuttleworth] vs. C. T. Duncan &c
Lee Co. Adms. of Elizabeth Howard vs. Horrace E. Fox &c

Grauman, Shuttleworth, Holliday, Skaggs, Johnston

CA-Debt
T-Property

Virginia, Lee County Circuit Court:

To the Hon. H. S. K. Morison,

Judge of said Court in Chy:-

Samuel J. Grauman and James A. Shutt-
theworth, partners in trade under the
style and firm of Grauman & Shut-
theworth, who sue for themselves and
such other lien creditors of C. T. Duncan
and Francis Holliday as shall come in,
take part in, and share the costs of this suit,
complaining, sheweth unto the court, that
at the June Term, 1892, of the Circuit Court
of Lee County, they recovered a judgment
against said C. T. Duncan for the sum
of \$247.62, with legal interest thereon
from July the 8th, 1891, until paid and \$
costs; that they had sued out of the Cir-
cuit Court Clerk's office of said county
a writ of fieri facias on said Judg-
ment and placed the same in the hands
of the sheriff of said county, who levied
the same on certain property of said
Duncan, who desiring to retain said
property in his possession until the day
of sale thereof, executed a forthcoming
bond, with said Francis Holliday as
his surety, for the delivery of said prop-
erty at the time and place of sale of the
same; that the said Duncan and Holliday
failed to deliver said property on the day
and at the place of sale; and that your
complainants, at the March term, 1893,

of the said Circuit Court of Lee County, recovered a judgment against said Duncan and Holliday for the sum of \$545.92, the penalty of said forthcoming bond, to be discharged by the payment of \$272.92, with legal interest thereon from the 15th day of August, 1892, and \$5.90 costs — a copy of which said judgment is herewith filed marked exhibit "C", and prayed to be read as part of this bill; that no part of either of said judgments has ever been paid; that said original judgment was duly docketed on the 1st day of July, 1892, in the judgment lien docket in the clerk's office of the County Court of Lee County; that the records of the County Court Clerk's office of Lee County show other judgments in favor of other parties against said Duncan and Holliday, but your complainants do not know whether the same are paid or not, and to make all such parties to this suit would be to make the record cumbersome and lengthy.

Your orators further aver and allege that the said Duncan is seized and possessed in his own right of certain lands lying and being in Lee County, Va., near the town of Jonesville, and adjoining the lands of the late M. D. Richmond, dec'd, and others, and that the said Francis Holliday is also seized and possessed in his own right of certain other lands lying and being in Lee County, Va., and adjoining the

lands of Elkanah Flannery and others;
that the rents and profits of these said lands
will not in Five years satisfy the judgments
which are liens upon the same, and that they
are therefore entitled to have the same sold
to satisfy their own and the other liens there-
on.

In consideration whereof your orators pray
that the said C. J. Duncan and Francis Hol-
liday be made defendants to this bill and
required to answer the same on oath; that
proper process issue; that all proper orders
and accounts be directed and taken;
that the lien creditors of the said C. J. Dun-
can and Francis Holliday be convened
before a Master Commissioner in Cham-
ber of this court; that the lien debts
of the said C. J. Duncan and Francis Hol-
liday be ascertained and the amounts there-
of and their order of priority of lien be
established; that if it appear that the rents
and profits of the said lands will not in Five
years pay the judgments, which are liens
upon the same, that it, or so much thereof as
will suffice to satisfy the liens thereon and
the costs of suit and sale, be sold, and the
proceeds thereof be applied to the payment
of the said costs and liens; and that all
such other, further and general relief may
be given as in the premises is just and right.
And your orators will ever pray &c.

Permington & Goins.

" H "

P. Q.

CH 16.00 ✓
 D.H.C 5.43 ✓
 M.L.C 2.24 ✓
 Estimated " 5.00 ✓
 Comm 712 ✓

\$34.79

Costs at Law

H.C 9.44
 S 2.50
 CH 2.50
 C.C 50

\$14.94

This includes costs on
 H.C. & Board except Com-
 mission

P. & G.

Grauman & Shuttleworth

vs. Bill in Chy.

C. T. Duncan & al.

1893 2nd May Rules Bill.

Filed Sunday April 20th

1st June Rules taken

Monday in May

D. W. Child & Co.

Subscribed by Piffes.

To the Hon. Wm. T. Miller, Judge of the Circuit Court for Lee Co.;

Humbly complaining your orators, J. F. Skaggs and C. E. Johnston, administrators of the estate of Elizabeth Howard deceased, would respectfully represent and show unto your honor:-

That on the 14th day of July, 1890 J. W. Fox and H. E. Fox and C. T. Duncan executed and delivered to Elizabeth Howard their bond for the sum of Fifteen Hundred Dollars, with interest from date, to become due the 1st day of Jan. 1891, upon which in the lifetime of the said Elizabeth Howard there were these payments made, to-wit; Jan. 1891, \$45.00; July, 1, 1891, \$45.00; Oct. 1, 1891, \$149.35; March 1st, 1892, \$150.00; that since the date of the said note and the said payments aforesaid the said Elizabeth Howard departed this life and that your orators were appointed as her administrators, by virtue of which the said note came in to ^{the failure of the} their hands; that on account of the said Foxes and Duncan to pay the said note aforesaid your orators instituted suit against the said parties in the Circuit Court for Lee County, at the second of September Rules, 1894 and at the following November term of the said Court obtained a judgement against them for the said sum of money subject to the said credits; that upon the rendering of the said judgement as aforesaid your orators had the said judgement docketed in the Clerk's office of the County Court for Lee County in the Judgement Lien Docket; that since the rendering of the said Judgement there has been paid to your orators the sum of \$300.00 as of Apr. 1 1895; that these are the only credits that have been paid to your orators.

Your orators will further represent and show unto your honor that one of the said defendants to the said suit at law is the owner of valuable real estate in the said county of Lee to-wit a certain house and lot situated in the town of Jonesville, and where he the said C. T. Duncan now lives, and perhaps

other real estate; your orators are informed that there are other judgements against the said Duncan; but this your orator does not know. They are further informed that the said Foxes nor either of them are the owners of any property in this county either personal or real.

The premises considered your orators are informed that they are remediless save in a court of equity, that they have rights of which this court will take cognizance; that by reason of the said judgement ~~and the docketing of the same in the Clerk's office of the said court,~~ they have a lien upon all the real estate of which either the said J.W. Fox or H.E. Fox or C.T. Duncan is possessed or entitled situated in the said County of Lee from the date of the rendering of the said Judgement, that is the first day of Nov. term of the Circuit Court for Lee County, in the year 1894; that they have a right to have a commissioner appointed to ascertain whether there are any other prior or other existing liens against the same, the amount thereof and whether the rents and profits will in five years pay the judgement liens.

The prayer therefore of your orators is that the said *be made parties defendant to this bill* H.E. Fox, J.W. Fox and C.T. Duncan, be required to answer the said bill and all and each of the material allegations thereof, but this they need not do under oath; that a commissioner be appointed to ascertain the liens against the said land of the said defendant Duncan their amounts and priorities; that upon the coming in of the report of the said Commissioner a decree be entered for the sale or rental of the said Real estate as the facts may warrant; and that such amount as the proceeds as shall be necessary to discharge the same be applied to the payment of your orators debt. And may all further general relief be granted your orators that the nature of their case may demand.

And they will Ever pray &c.

Summington Bros. P.O.

Skaggs Johnston
Adure.

v.s. $\frac{3}{4}$ Bice

H. E. Fox et al.

and they will never pay for

6.0

E. W. PENNINGTON,
Com. Att'y,
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROS.

IN RE

ATTORNEYS-AT-LAW.

COLLECTIONS GIVEN SPECIAL ATTENTION.

Skaggs & Johnson
vs.
H. E. Fox et al.

Jonesville, Lee County, Va.,

WE GIVE INFORMATION CONCERNING MERCANTILE MEN
OF OUR SECTION FREE.

		<i>H. E. Fox & C. P. Duncan vs Skaggs & Johnson</i>	<i>DV</i>	<i>lev.</i>
1890				
July 14	To Note due Jan 1, 1891		1500 00	
July 1	By Cash on hand		45 00	
"	By Cash on hand			45 00
July 1	To Cash on Balance \$1500 ⁰⁰ from Jan 1-		45 00	
"	By Cash			45 00
Oct 29	To Cash on Bal. 1500 ⁰⁰		30 00	
"	By Cash			149 35-
March 21	To Cash on Bal. 1380.65-		31 74	
"	By Cash lev			150 00
Nov. 1891	To Cash on Law suit-		10 37	
"	By Cash Apr. 1, 1892-			300 00
"	To Cash to " " on 1262.39.		225 89	
"	By Balance to square April 1, 1892.			1208 65
1893-				
Apr 1	To Balance due as per Statement		1208 65	

Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Saturday November the 17th 1894.

J. F. Shaggs et al admr Plffs } In Debt
vs }
Herrace E Fox J W Fox Jr Ed L T Duncan Defs }

Costs
C 6.59
S 1.00
atty 2.50
co clk 2.50
\$10.39

The defendants not appearing after being duly summoned; It is considered by the Court that the judgment obtained in the Clerk's office in favor of the plaintiffs against the defendants for the sum of \$1500.00 Fifteen hundred dollars the amount of the note in the declaration mentioned waiving homestead exemptions, and legal interest thereon from the 14th day of July 1890 till paid and the costs be made final.

Subject to the following credits to-wit:
January the 1st 1891 Credit by \$45.00. July 1st 1891. \$45.00 October the 29th 1891 \$149 ³³/₁₀₀
And March 21st 1892 \$150.00

A Copy Teste

A B Munsey Clerk

J. F. Skaggs et al admrs

vs } Copy of Judgment

H. C. Fox et al

Copy

C 25

Skaggs and Johnson Administrators

vs.

H.E.Fox and others.

To the honorable W.T.Miller judge of the
Circuit Court of Lee County:

~~THE EXCELLENT HONORABLE JUDGE~~

Humbly complaining your petitioner, Francis Holliday will respectfully show to your honor, that heretofore in the chancery cause of Grauman & Shuttleworth then and now pending in the circuit court of Lee County, a decree was entered directing a commissioner, appointed for the purpose, to rent the lands of C.T.Duncan for the shortest period in which said lands would rent for enough to pay said judgements, that pursuant to said decree, the said C.T.Duncan became the lessee of his own lands for the period of five years, and that your petitioner and others became the surety of the said Duncan on the rental bonds executed by him to commissioner Goins, that long before said five years expired, said commissioner brought suit on said rental bond on the law side of this court against the obligors in said bond, and your petitioner has been forced to pay the same to the extent of \$209.00 all of which is fully shown by the proceedings had in said Chancery cause of Grauman & Shuttleworth against C.T.Duncan still pending in your honors court, to which reference is made, and your Honor is respectfully requested to read said cause as evidence on this petition, and the statement H.2 filed by Comr. Sewell with his report in this case.

Petitioner will now further show your Honor that he is informed that there is still due on the judgement rendered in favor of Comr. Goins in said cause about the sum of \$100.00 for which he is liable and may have to pay. See for amount statement filed Comr. Sewells report. Petitioner will further show your Honor that as security for the said Duncan in two forthcoming bond he has had to pay for said Duncan the sum of \$313.56
Petitioner is advised that he has right to be substituted to

the lien

to the lien of said original judgements thus paid off by him for said Duncan, upon the lands of the said Duncan, sought to be sold in this cause. No part of the said sums paid by your petitioner for said Duncan has ever been paid to him.

With respect to said renting, said Petitioner says that the the renting was by said Duncan of his own lands, and the proceeding was nothing more than the giving of additional security and was in no wise a payment of said debt or a discharge of the lien of said judgement against said land, that the land having been rented by the judgement debtor is quite different from a renting by some stranger who takes the land out of the possession of the owner. Your petitioner prays that he may be substituted to the lien of the original judgements so paid of

~~and that~~ by him and for general relief. *And to this end he prays that J. H. Stagg & Co. 2, Johnson Avenue of Elizabeth, New Jersey be made parties to this Francis Holliday*
petition and that by

They be required to answer the same.

C. T. Duncan Atty

Francis Holliday

25th ^{July} Petition #

Skaggs + Johnson Sitings 76

Filed March 10th 1897

A.B. Munsey cl.

To the Honorable W. J. Miller Judge
of The Circuit Court of Lee County.

The answer of C. J. Duncan
Francis Holliday and George Holliday
to a rule awarded against them at the
last term of this court in the above
named case of Gramman & Shuttle
worth, vs. C. J. Duncan et al.

For answer to said rule Respondents,
say that, No good purpose can be
effected by a re-venting. That, if the
Plaintiffs, were now allowed to add
for the unpaid balance of said last
~~rule~~ ~~amount~~ in said Rule that
~~it~~ would materially lessen the se-
curity for the whole debt.

Respondents further say, that,
On the 21st day of September 1894
that there was paid on said note
the sum of \$50⁰⁰ which is equal to
about one half the amount of said
George venting. Respondents further
say, that the decree for venting requir-
ing one half of said rental to be paid
in 6 months and the residue in 12
months from date was made contrary
to Law, that as they are advised
the law requires a venting to be

for the ^{best} number years in which the
lands will rent for a sum sufficient
to pay the debt, and the same must
and should be required, to be paid
in annual installments.

Respondents here suggest and insist
that no decree for sale can be had
where the facts show, as they do in this
case that the land will rent for
a sum sufficient to pay the liens
in 5 years or less.

Respondents will here suggest and
show your Honor that since the
last term of this Court, one of the
complainants in this cause to wit
Samuel J. Grauman has departed
this life, having as they are informed
just made and published his last
will and testament, but they do not
know who qualified as his ~~successor~~
Executor, he having died in Louisville
Ky.

Respondents insist that no decree
for sale can be entered and that no
decree for a renting is necessary at
this time. And now having fully
answered they pray that said rule be
discharged, &

C. T. Dunham for
himself and the other
defts to said Rule

Grasscut Shells
~~write~~
no $\frac{1}{2}$ bro.

C. T. Duncan

Field March 15th

1895

To the Hon. W. T. Miller. Judge of the circuit court for the county of Lee;

The answer of J. F. Shaggs and C. E. Johnston, administrators of the estate of Elizabeth Howard deceased to a petition of Francis Holiday filed in the chancery cause wherein your respondents are plaintiffs and H. E. Fox, et al. are defendants, which said petition attempts to set up certain rights in the lands of C. T. Duncan, by way of subrogation to the rights of some old creditors whose debts have been paid and discharged; and in reply to the said petition of the said Holiday, your said respondents will say:

That on the 19th day of Feby. 1894, A. M. Gons a special commissioner of this court, in the chancery cause of Grauman and Shuttleworth, vs. C. T. Duncan, under a decree in the said cause rented the lands of C. T. Duncan for the period of 5 years at a sum sufficient to pay the indebtedness reported in the said cause, which amounted at that time to the sum of \$633.52, and the said Duncan became the renter thereof and the said Holiday went his surety for the rental notes, of which the said Holiday says the ~~xxx~~ he has paid the sum of \$209.00, and says that he is entitled to be subrogated to the rights of the creditors for whose debts the property was rented; this position your respondent denies, ~~xxxxxx~~ in so far as it would interfere with the rights of third parties, but, your respondent claims that the sale of this term in the property was an extinguishment of the debts, and the commissioner had no right to re-rent the place if the security he had taken for the renting was not good, the lien creditors had a right to demand of the commissioner sufficient security to be taken, and if the commissioner had failed to take it, they could only have resorted to the bond of the commissioner. If Holiday is entitled to be subrogated to the rights of any one, or any thing as to the money he has paid out for Duncan upon these rental notes, your respondents submit that it can be to nothing except the term of renting that is unexpired, and not to the reversion that was not sold that Holiday can resort to as a security for his debt or rather the money which he has paid for Duncan. Your respon-

To the Hon. W. T. Miller, Judge of the circuit court for the county
of Lee;

The answer of J. P. Shanks and C. E. Johnston, administrators of
the estate of Elizabeth Howard deceased to a petition of Francis
Holiday filed in the chancery cause wherein your respondents
and plaintiffs and H. E. Fox, et al. are defendants, which said
petition attempts to set up certain rights in the lands of C. T.
Dunham, by way of subrogation to the rights of some old creditors
whose debts have been paid and discharged; and in reply to the
said petition of the said Holiday, your said respondents will say:
That on the 19th day of Feb'y. 1884, A. M. Goins a special com-
missioner of this court, in the chancery cause of Grimes and
Shuttleworth, vs. C. T. Dunham, under a decree in the said cause
rented the lands of C. T. Dunham for the period of 5 years at a sum
sufficient to pay the indebtedness reported in the said cause,
which amounted at that time to the sum of \$888.82, and the said
Dunham became the renter thereof and the said Holiday went his
surety for the rental notes, of which the said Holiday says the
sum he has paid the sum of \$209.00, and says that he is entitled
to be subrogated to the rights of the creditors for whose debts
the property was rented; this position your respondent denies,
because in so far as it would interfere with the rights of third
parties, but your respondent claims that the sale of this term in
the property was an extinguishment of the debts, and the commission-
er had no right to re-rent the place if the security he had taken
for the rent was not good, the lien creditors had a right to
demand of the commissioner sufficient security to be taken, and
if the commissioner had failed to take it, they could only have
resorted to the bond of the commissioner. If Holiday is entitled
to be subrogated to the rights of any one, or any thing as to the
money he has paid out for Dunham upon these rental notes, your
respondents submit that it can be to nothing except the term of
renting that is unexpired, and not to the reversion that was
not sold; that Holiday can resort to as a security for his debt
or rather the money which he has paid for Dunham. Your respon-

dents submit to your honor, that it is neither fair nor equitable for the said Holiday, who is the father in law of thw said Duncan to go on and allow the said Duncan to use up the term that was sold to him, and as the surety of duncan pay off the renting and then come in and claim the reversion. When the said Duncan failed to pay the rental notes, if the said Hoiday was unwilling to lose his securty for the amount that he was paying, your respondents contend that he should have proceed to sell the term which the said Duncan had purchased in the property. And, as he has not, your respondent submits that the said Holiday can not now resort to the reversion for his debt.

Now, as o the point raised in regard to the judgements of Bonage and Sons and Maxwell and Co., Hoiday claims that he stands in the shoes of the creditors mentioned as they stood upon their original judgements, your respondent says, and insists, that that is not true where third parties are interested, he only has a lien from the time that he beacme bound to pay, and that is as your respondents are advised on the day which the bond is returned to the clerk's office and forfeited, untill he does become bound he is a mere volunteer. Now, Maxwell and Co.'s F.C.B. was returned the 1st Momday in Oct. 1894' But the F.C.B. of Bonage was only returned on the 5th day of November, 1894' and on that day your respondents obtained their judgement' their judgement was obtained ~~in~~ at the November term, 1894, and dates from the first day of the term, which in that year was the 5th day of Nove. Therefore is the said Holiday is entitled to be subrogated to those judgements, he would have only a lien along with your respondents at the same date.

Of each of these matters, both law and fact, your respondent prays judgement of your honor's court.

Spangert Johnston Admins.
By Pauling Bros. Attys.

Stogga & John are Advers Complainants
vs. In Chancery

H.E. Fox et al Defendants

This cause came on this day
to be heard upon the papers formerly read,
therein & the report of Special Commr. R. D.
Pennyton filed in this cause on Nov
12th 1900, showing settlement of the purchase
money due by Mary E. Duncanson in full,
and was argued by counsel; Upon con-
sideration of all which & for reasons
appearing to the Court & said report being
unaccepted to the same is hereby confirmed,
& it is adjudged, ordered and decreed,
that R. D. Pennyton, who is hereby appointed
a special Commr for the purpose do make
execute & deliver to said Mary E. Duncanson a
good & sufficient deed for the lands so purchased by her
in this cause; And it appearing to the Court that said
Commr R. D. Pennyton has made & executed said deed
& returned the same into Court by his report filed
in this cause & the same being unaccepted to
is hereby approved & confirmed, & the said Mary
E. Duncanson will pay said Pennyton \$5⁰⁰ for his
services as well as \$1⁰⁰ for the Revenue Stamp
affixed to said deed. And this cause is
stricken from the docket.

Shogga & Johnson

vs. 3 Beneficial

H. Fox vs

Entered this Nov 12, 1900

H. C. W. Shum

Entered on C.B. 6 P. 1445

Skaggs & Johnson, Admors. sac. Compt.
v.s. ⁴/₃ In Chancery
H.E. Fox sac. Defendant.

This cause came on this day to
be heard upon the papers formerly read
therein & the rule awarded at the November
term 1899 against Mary E. Duncanson
to show cause if any she can why
the property may not be sold to pay
the balance ^{due} on her purchase, & it
appearing to the court that said Mary
E. Duncanson has no just cause why said
property may not be sold, it is
adjudged, ordered & decreed that said property
be sold by some court & in the
some manner except that it shall
be sold for cash in hand, unless
the balance now due shall be
paid within 30 days from this date.
& this cause is continued

S. Kogge & Johnson

20. $\frac{3}{4}$ Dime

He. Fed. vae

En- on C. C. B. No 6 P_{48p}

Enter this

June 8th, 1900

H. G. W. Sherr

1 Skoggs & John son,

Complainants

vs.

2 H. E. Foxon

Defendant

3 This cause came on this day to be
4 heard upon the papers formerly read therein
5 & the report of Special Comr R. R. Puccington
6 filed on Nov. 9th 1899, asking a rule on Mary
7 E. Ducean purchaser, & was argued
8 by counsel; On consideration of same
9 which & it appearing to the court that
10 Mary E. Ducean has not completed her
11 purchase according to the terms of the
12 sale made to her, & it appearing to the
13 court that she is still owing about \$40.00
14 on the purchase price of said land
15 a rule is hereby awarded against
16 her to show cause if any she can
17 at the next term of the court, why said
18 land so purchased by her may not be
19 resumed, & the clerk of this court will make out
20 copies of this decree & place in the hands of
21 the sheriff to be served upon the said
22 Mary E. Ducean, & this court is
23 continued.
24
25
26
27
28
29
30

Shogget Johnson

vs 3/2 acre

HE Fox & Co -

Entered on Lch. O.B.
No 6 Page 378.

Enter this
Nov. 16, ¹⁸⁹⁹ 1900.

Hawsten

Maygs & Johnson aduers
vs-

H. B. Fox et als

This cause came on this day to be further heard upon the papers heretofore read and the Report of R. L. Pennington Commissioner filed on the 1st day of November 1897 and was argued by counsel.

On consideration whereof and for reasons appearing to the Court, said report being unaccepted, said report and the sale therein reported are each confirmed and said Commissioner R. L. Pennington will collect the bonds & report to him as they become due and report his action to Court from time to time and this cause is continued.

Stupp & Johnstone

Dr. ^{Wm} Dean
N.E. Fox & Co.

Eu. C. O. B. No. 6 p. 81.

Ente. this Nov. 8, 1894
H. Z. M.

Skaggs and Johnston, Admrs.

Complainants,

vs:

In Chancery,

H. E. Fox, et al.

Defendants.

This cause came on this the 10th day of June, 1897 to be heard upon the papers formerly read therein and the report of Special commissioner D.C. Sewel, filed herein on the 17th day of Feby. 1897, and exceptions thereto by Francis Holiday and C.T. Duncan, and was argued by counsel. On Consideration of all which, the court doth adjudge and fix the priorities of the creditors in the said report as follows, as to the lands of C.T. Duncan, 1st, \$200.00 with interest from the ~~second~~ day of June, 1896 in favor of Francis Holiday; second, \$207.25 with interest from the ~~2nd~~ day of ^{October} ~~March~~, 1896, and \$5.91 cost, in favor of Francis Holiday, 3rd, \$49.27, with interest from the 5th day of Nove. 1894, and \$5.91 cost, ^{also in favor of Francis Holiday.} 4th, \$1210.80, with interest thereon from the 18th day of March, 1895, and \$10.24, cost, in favor of J. F. Skaggs and C. E. Johnston, Administrators of the estate of Elizabeth Howard, 5th, \$29.10, with interest from the 1st day of March, 1895 and in favor of Hurst and Shelbourne, \$6.98 cost; and 6th \$84.87, with interest from the 2nd day of June, 1896, and 10.29 cost, in favor of A.M. Goins, Comr.

And it is firthur adjudged ordered and decreed that the said Francis Holiday recover of the said C.T. Duncan the sum of ~~\$~~200.00 with interest from the 2nd day of June, 1896, and ~~\$207.25~~, with interest thereon from the ^{1st} ~~2nd~~ day of ^{October} ~~March~~, 1896, and \$5.91 cost, and \$49.27 with interest from the 5th day of Nove., 1894, and \$5.91 cost, and that J. F. Skaggs and C. E. Johnston, administrators of the estate of Elizabeth Howard deceased, recover of the said Duncan ^{H. E. Fox & John W. Hooper.} the sum of \$12.10.80, with interest thereon from the 18th day of March, 1895, and \$10.24 cost, and that Hurst and Shelbourn recover of the said C.T. Duncan the sum of \$29.10 with interest from

from the 1st day of March, 1895, and \$6.98 cost, and that A.M. ^{Commissioner} Go ins recover of the said C. T. Duncan, the sum of \$84.87, with interest from the 2nd day of June, 1896, and \$10.29 cost.

And it is further adjudged ordered and decreed that unless the said C. T. Duncan, or some one for him, pay the said sums of money within thirty days after the date of this decree, then R. L. Pennington, who is hereby appointed a special commissioner for the purpose will after having advertised the time terms and place of sale for thirty days by written or printed notices posted at at least three public places in this county, on some court proceed to make sale at public auction at the front door ~~of~~ of the court house of Lee county, to the highest bidder the lands of the said C. T. Duncan set out in the bill and the proceedings, on the following terms, enough cash in hand to pay the cost and commissions of sale, and the reminder in two equal installments due in one ~~and~~ two years ^{three} from the date of the sale. And the said Pennington will take bonds payable to himself with good personal security bearing interest from the date of sale on the deferred payments. And the said Pennington before he enters into the duties required of him under this decree, will execute bond before the clerk of this court in the penalty of \$2000.00 conditioned upon the faithful performance of the trust reposed in him; and he will report his action to the next term of the court and the cause is continued.

Shoggy & Johnston

vs ^{3 Decree}
for sale

W. H. A. C. C.

C. B. p. 3-4+5-
to 6.

Enter this June 10th
1894. H. Z. M.

Shagge & Johnson Complainants
vs.
St. E. Fox et al. Defs. } In Chancery.

The defendants, St. E. Fox and J. W. Fox, who are out of the country, and against whom the Complainants appear to have proceeded in the manner prescribed by law, and it further appearing that process has been duly served upon the defendant, C. J. Duncan, for more than fifteen days before the first day of this Court, and they, each and all of them still failing to appear and answer, plead or demur, on motion of the Complainant, by Counsel, this said bill is taken for confessed as to the said defendants. And now this cause coming on to be heard upon the bill of the Complainant and exhibits filed therewith, for reasons appearing to the Court, it is adjudged, ordered and decreed that D. C. Sewell who is hereby appointed a special Commissioner for the purpose, will after giving the resident parties in this cause on their at- tainings ten days notice of the

March 5, 1896.

time and place of his sitting will ascertain and report to the Court at its next term, the following:

- (1) All judgments and specific liens against the real estate and their priorities and amounts of C. V. Duncan, and what real estate he owns, where situated and its rental value;
- (2) Whether the defendants H. E. and J. W. Fox or either of them own any real estate in this ~~or three~~ ^{State} counties; and if they or either ^{of them} are found to own any real estate, the amount thereof, where situated, and its rental value, and whether there are any ~~other~~ liens of any character on such real estate, to whom due, their priorities and amounts, other than this mentioned in said bill, &c.
- (3) He will also report any other matter deemed pertinent by himself or specially required to do so by any one in interest. And until the coming in of this report this cause is continued.

Shaggs & Johnson

vol. 1 drawer No. 1

H. E. Fox Hal

Enter this
March 5 1896.
W. F. M.

Granman & Shuttleworth

vs.

C. F. Duncan & al.

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Court. A. M. Goins, filed Oct. 24, 1894, and was argued by counsel. On consideration of all which, and it appearing to the court that said report has been filed the required number of days before the entering of this decree, and the same being unexcepted to, is hereby confirmed. And it further appearing from said report that C. F. Duncan, the renter, has not completed his rental by the satisfaction of the first payment of the rental money due thereon by note; and it appearing by an exhibition of said note that there is due thereon \$316.76, with legal interest from the 19th day of Feb., 1894; ^{subject to a judgment 4460.00 paid Sept 25/1894} and the said C. F. Duncan with George Halleday and Frances Halleday as his securities are the obligors in said note, it is ~~is~~ ordered that a rule be awarded against each of them, returnable

to the first day of the next term of
this court to show cause, if any
they can, why they should not
be adjudged to pay said note,
and why said land and prem-
ises rented by said C.F. Duncan
in this cause, should not be
re-rented or sold to pay said
note of \$316.76, as above specified.
And this cause is continued.

//

Granman & Shuttleworth

ss { Decree.

C.F. Duncan & als.

Entered in

Chancery Order

Book Page 92

Enter this decree,

this 14 day Nov. 1894

W. J. M.

Grauman + Shuttleworth
vs.
C. F. Duncan + al. } In Chy.

This cause came on this day to be heard upon the papers formerly read therein and the report of Comr. Robt. L. Pennington, showing the liens on said C. F. Duncan's real estate, filed in said cause on the 9th day of August 1893; and said ^{and if consistent of said plaintiffs and defendants} report being unaccepted to, it is therefore adjudged, ordered and decreed that the same be and is hereby confirmed. It is further ordered, adjudged and decreed that if said liens reported by said Comr. Pennington in his said report, together with the costs of this suit, be not paid within 30 days from the date of this decree, then A. M. Goins, who is hereby appointed a Special Comr. for the purpose, will, after advertising the time, terms and place of ~~the~~ renting for 30 days, by written or printed notices, posted at such places as he may deem proper, pro-

ced to rent the land and prem-
ises set out in said Court. Pen-
nington's report, the same being
the land upon which said Dun-
can now lives, on some
court day, at the front door
of the Court-house of Lee County,
at public outcry, ^{on a credit of six and twelve months} and to the
~~highest and~~ best bidder who
will pay the debts ~~and costs~~
listed in Court. Pennington's report
and the costs of this suit and
the commissions of rental for
the least period of time less
than five years. Said Court.
Gains will rent said land on a
credit of six months, except a
sum ^{sufficient} to pay the costs of this suit
and the commissions of renting,
which sums he will be required
to be paid down, and for the
residue he will take bonds pay-
able to himself with good person-
al security, bearing interest from
day of sale. Before executing the
requirements of this decree said
Court. will execute bond with good
security before the clerk of this court
in the penal sum of \$1500, conditions

according to Law, And he
will report his action to
a future term of this court.
And this cause is continued.

“ // ”

Gramman & Shuttleworth

Gramman & Shuttleworth

os { Decree No. 2.

C. F. Duncan & Co

Entered Ch O.B. p 545-6
Nov 17th 1893.

Enter this decree

this Nov. 17 1893

ps KM

111

Grammer and Shuttleworth Compt^{rs}

vs-

In Chancery-

C. F. Duncan et al^s Defts

This cause came on this day to be heard upon the bill of the said plaintiffs and exhibits filed therewith and was argued by counsel: On consideration of all which, and it appearing to the court that process has been accepted by the Deft^s far more than 15 days before the 1st day of this term of the court and they, the said Deft^s failing to appear and plead in the said cause on motion of the said Plaintiffs their bill is taken for confessed.

It is, therefore, adjudged, ordered, and decreed that R. L. Pennington who is hereby appointed a special commissioner for the purpose do take, take, and ascertain the lien on the lands of said C. F. Duncan and to whom and when due and their priorities if any exist, and he will further ascertain what real estate he owns and whether the rental value thereof will pay in 5 years all judgment lien, extension of the payment of other lien. And he will report his action to the court. And this cause is continued.

Grammar & Shuttleworth Compt

V.S. } in Chancery
Decree No. 1.
C. J. Duncan et al. vs. H. H.

Entered on Q.B.

Page 498

June 9, 1893

J. A. L. Hyatt c

Enter this June 9, 1893

H. S. K. M.

111

Grauman & Shuttleworth

vs.

C. T. Duncan et al.

} In Chy.

To the Hon H. S. K. Morrison, Judge
of the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner begs leave to report, that, in pursuance of a decree entered in the above styled cause on the 17th day of Nov., 1893, he, on the 19th day of Feb., 1894, that being the first day of a county court, at public outcry, at the front door of the Court-house of said county, offered for rent, for the least period of time less than five years, the land and premises of C. T. Duncan, as reported by Comr. Robt. L. Pennington in his report filed in this case on the 9th day of Aug., 1893, to the highest and best bidder who would pay the debts listed in said Comr. Pennington's report, together with the costs of this suit and the Commission of rental.

Your Comr. ascertained that said debts listed by said Comr. Pennington in his report amounted on the 19th day of Feb., 1894, to the sum of \$633.52;

that the costs of this suit as taxed by the clerk amounted to the sum of \$34.79; and that the commissions of rental amounted to the sum of \$22.36. To satisfy these several sums your court. offered for rent, on a credit of six and twelve months time, except a sufficient sum to pay the costs of suit and the commission of rental as above, which said sums your Court. required to be paid in hand, the land and premises as set out by Court. Pennington, to the highest and best bidder who would pay said indebtedness, costs, and commissions, for the least number of years less than five. And said C. J. Duncan himself bid that he would pay said debts, costs and commissions, as above specified, for the rental of said land for a period of five years. There being no higher or better bid than said Duncan's said land was accordingly knocked off to him, he paying your Court. in hand the costs and commissions as above, and executing for the deferred payments his two bonds for the sum of \$316.76 each, with Francis Holliday and Geo. Holliday

as his securities, payable in six and twelve months respectively after the day of rental, each of said bonds waiving the benefit of their homestead exemption laws, and each bearing interest from the day of rental,

Your Court reports that the costs of this suit and the commissions of rental have been paid to those entitled,

All of which is respectfully submitted.

A. M. Gains,
Special Court.

Grauman & Shuttleworth

vs. { Comis Report of
Rental.

C. T. Duncan et al.

Filed Feb. 23, 1894

A. B. Munsey C.

Gramman & Shutteworth,

vs.

C. T. Duncan & als.

} In Chg.

To the Hon. H. F. Miller, Judge
of the Circuit Court for Lee County,
Virginia.

Your undersigned Special
Commissioner in the above
styled cause begs leave to re-
port that the first of the notes
executed to him by C. T. Duncan,
with George Holliday and Francis
Holliday as his securities, on the
19th day of Feb., 1894, for the first
payment on the rental value
of the land and premises in
the bill and proceedings mention-
ed, and as fully set out by your
Commissioner in the report filed
in the above styled cause by him
on the 23rd day of Feb., 1894, became
due and payable on the 19th
day of August, 1894, and your
Court has repeatedly informed
said C. T. Duncan that said
note was due and payable,
and has requested him to
come forward and pay off
the same; but up to this date

he has failed to pay the same, or any part thereof. Under the foregoing circumstances your Honor deems it proper to report said delinquency to the court and to apply for a rule returnable to the next term of this court against the above obligors, to show cause, if any they can, why said land and premises rented by said C. F. Duncan shall not be re-rented or sold to pay off said note.

All of which is respectfully submitted this October the 24th 1894.

A. M. Gouin,

Special Counsel.

Graham & Shuttleworth

vs. Com's Report.

C. F. Duncan & als.

Filed October 24, 1894.

A. B. Munsey Clerk

Skaggs & Johnson Advers.

vs
H. E. Foy et al

} In chie

To the Hon. W. J. Miller, Judge
of the Circuit Court of Lee County,
Virginia:

Your undersigned Court. who
was appointed by a decree entered
in this cause on March 5th 1896
to determine certain inquiries of
of the court, would respectfully
report -

That he gave C. J. Duncan, a
resident defendant notice for his
first sitting for ~~Dec~~ 29th 1896,
who accepted the same as did the
plaintiffs Counsel & that he mailed
a notice to each of the other defendants
a notice of said time & place, which
was accepted & returned by H. E. Foy.
No one appearing at said time & place
the same was continued till Jan
29th 1897 & the plaintiffs Counsel &
C. J. Duncan notified. Only the plaintiffs
Counsel appeared at this time & no
evidence being offered your court
began searching the records & con-
ferring with the plaintiffs Counsel
& C. J. Duncan until he submits
the following:

The liens against the real estate
of C. J. Duncan still outstanding
& unpaid by any one are shown
by a statement herewith filed marked

"D" as a party herof showing priorities
Character &c.

But there are other Judgments ~~lines~~
against the real estate of C. T. Duncan
which have either been paid by
other persons, his Securities, or con-
tained in the last of the Judgments
in Statement 'D' and show how the
priorities & rights of the parties stand
you will not try to adjust, but
will give the facts as he finds them
& refer the same to your Honor for
adjustment.

1st, At the Feb'y term of your Honor's Court
for 1894 the following Judgments were had
against C. T. Duncan:

a Maxwell & Co Judgement for \$179⁰⁰
with interest on \$172²⁵ from Oct 1st 1893
+ 65⁸ cost,

b H. W. Bouhage & Sons Judgement for \$30⁰⁰
with interest from May 5th 1893 + 7⁴⁶ Cost.
Executions at once issued but were held
up by plaintiff. Neither of these Judgments
appear to have been docketed in J. Lein
D. On the Maxwell & Co Judgement another
execution issued July 6th 1894 returnable
to 1st Oct. rules 1894. Certain property was
levied on under this execution & said
Duncan executed a F. & D. Bond for
the delivery of the same with George & Francis
Holiday as his surety, which was returned
& filed in the clerk's office at said 1st
Oct. rules for 1894. Said bond was
forfeited upon motion of the plaintiff

at the March term 1895 judgment was
obtained on the same for \$207²⁵ (finally)
with interest from Dec. 1st 1894 & \$649
cost & docket in J.L.D. March 25th 1895.
Garnishee proceedings were then had
against S.B. Poter who was indebted
to Francis Holiday & judgment obtained
against said Poter on March 2^d 1896 for
\$213⁷⁴ with interest on \$207²⁵ from Dec
1st 1894 & \$5⁹¹ cost. This the said Poter
has fully paid.

The same proceedings were had
on the judgment of H.M. Bouhagge & Co.
& at the same dates except that it
appears that the F&D Bond was not
executed & returned to the clerks office
till Nov. 5th 1894 & ^{when judgment was had} was for the sum of
\$42⁷⁶ with interest from Nov. 5th 1894 &
\$5⁹¹ cost, to which should be added the
cost of garnishee proceedings against
said Poter of \$6⁵⁸ to get the total
paid by Poter who was indebted
to Francis Holiday on this judgment.

Now, the question, is Holiday, by
reason of having paid these judgments,
subrogated to the rights ~~claim~~ of the
original judgments against Duncanson
& has a claim of that date, or of
the date of the filing of the F&D
bond in the clerks office, or of the
date the judgment was obtained
thereon? He refers the answer to
your Honor & files herewith as a
part hereof a statement marked

"21" showing the amount due the said Holiday by reason of having to pay these 2 Judgements.

2^d The 3^d Judgement in the statement "D" of A. M. Goins Court vs C. J. Duncan George & Francis Holiday is a judgement obtained by said Goins ^{Court} as for the rental of the real estate of C. J. Duncan to said Duncan with said Holidays as his security in a former creditors suit against Duncan & as said Francis Holiday has made payments on said Judgement your Court deems it necessary to give the facts in connection therewith in order that your Honor may determine the rights of Holiday.

In said creditors suit there was three Judgements reported as liens against the real estate of said Duncan for which the same was rented, as follows:

1st The Bank of Big Stone Gap vs some one & Duncan ^{as surety}. This as is admitted by plaintiffs Attorney is paid by principal & need not be further considered.

2^d Gramman & Shuttleworth vs C. J. Duncan, Judgement for \$247⁶² with interest from July 8th 1891 & 9⁰⁴ cost, obtained June 16th 1892 & docketed in J. L. Docket July 1st 1892

3^d C. H. C. Fulkerson for &c vs C. J. Duncan ^{obtained March 11-93} Judgement for \$100⁰⁰ interest from Oct 1-1891 & \$7⁵⁴ cost & docketed in J. L. Docket March 27th 1893.

On the 19th day of July 1894 the
bonds for this rental was executed
by C. T. Duncan with George &
Francis Holiday as surety. On
the Nov. Term of your Honor's court for
1895, A. M. Goins the Comr. obtained
the judgement thereon which was
docketed in J. L. Docket on Dec 3
1895. Garnishee proceeding were
next had against S. B. Poter who
was indebted to Francis Holiday &
on the 2^d day of June 1896 judgement
was obtained against the said
Poter for \$194.09 with interest
from said date & 5th cost, which
has been fully paid by said Poter.
Now, was the original judgement
of Grauman & Shuttleworth settled by
the rental & Holiday only subrogated
to the rights of Goins comr for the
amount he paid or is he subrogated
to the rights of the original creditors
in these judgements. He refers the
answer to your Honor & files
herewith as part hereof a statement
marked A 2 showing the amount
due Holiday by reason of having
paid on this judgement.

C. T. Duncan is seized in fee
simple of a certain tract of land
near Jonesville containing about
36 acres on which he now resides,
the rents & profits of which will
not in 5 years pay the liens
against it. (See case of Grauman & Shuttleworth)

1 Your Court has been unable
2 to go to Wise ~~to~~ search the
3 records personally to ascertain
4 whether or not H.C. or J.W. Fox
5 owns any real estate in
6 that County. He has attempted
7 to get the information through
8 Clerk of Wise County Court, but
9 has failed. The attorneys for
10 the plaintiffs herein have
11 asked for a report whether
12 I could report as to that
13 fact or not & according
14 the above is respectfully
15 submitted.

16 D.C. Sewell
17 Spec. Comm.
18
19
20
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32
33

The within report is expected to be cause
The Commissioner fails to report as a
prior lien on the lands of C.T. Duncan
The judgments, the judgments paid off
by Francis Holliday, to wit, the judgment of
Gramman & Shuttleworth Maxwell & Co
H.W. Benage & Son.

C.T. Duncan Atty for Holiday

It is further expected to be cause, the
Commissioner has failed to ascertain
whether or not H.E. & J.W. Fox who are
the principals in this judgment
have any effects out of which the same
can be paid.

C.T. Duncan for
himself

Shirley Johnson Adams

Wm J. Connor report

H.E. Fox et al

Filed Feb 17 1897

A.B. Munsey Atty

Comm fee 10⁰⁰

51.50

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County;

Your undersigned Special Commissioner in the Chancery cause of Skaggs and Johnston Admrs, vs C. T. Duncan et al, begs leave to report that upon the sale made by him on the 16th day of August, 1897, to Mary E. Duncan, there has been nothing paid, and she is owing the whole of her purchase for which she executed notes, which is the sum of \$579.69, with interest thereon from the 16th day of August, 1897. Your Commissioner asks that a rule be awarded against her to show cause why the said land may not be resold to pay the said notes.

Respectfully submitted,

Robert L. Cunningham

addenda:-

Since the filing of the foregoing report

M. E. Duncan has procured from Francis Holiday an assignment of his debt, & so there remains unpaid about \$60 due to the plaintiffs. Your Comm asks a rule against her to show cause why the property may not be resold to pay said balance.

Robert L. Cunningham
Comm

Nov. 15, 1900

Stoggs & Johnston Admin.

W. 3/3
3/3
3/3
Report of
Commr

H. E. Paul & Co

Filed Nov. 9. 1899

S Koyge & Johnson

vs.

In Chancery.

H. B. Fox et al.

To the Hon H. A. W. Stum Judge of the
Ct of Lee County:—

Your undersigned comes before you
to report that he has collected the balance
on the purchase money due by Mary E.
Duncan on the purchase made by her
in this case after applying the assignment
held by her from Francis Holiday, which
balance amounted to the sum of \$53.45,
& the said Mary E. Duncan is now entitled
to a deed for said property. Your Comr has
turned said ~~\$5~~ \$53.45 over to the Atty
for the plaintiffs to whom said money was
going.

Respectfully submitted.

Robt L. Penneyton

Specios Comr.

SKoggs & Johnson

vs. ³ Reprint.

H.E. Ford et al.

Filed Nov. 12, 1900
A.B. Munsey clk

Skoggs & Johnson

vs.

In Chancery
H. E. Foster vs.

To the Hon H. A. W. Swan, Judge of
the Ct of Ch of the County:-

The undersigned was, by a decree
rendered in the above styled case on the
12th day of Nov. 1900, appointed a Special
Auditor to make to Mary E. Dawson a
decree to the land purchased by her in
this case, which your Court has since
then filed his deed executed and directed
that the usual fee be allowed him
as well as \$120 for the Rev. Stamp offered
therein.

Respectfully Submitted

Robt L. Huntington

Spec. Court.

Stoggs & Johnson

vs. Report of Board

H. E. Foster.

Filed Nov. 12, 1900

A. B. Munsey Clerk

Statement of Liens against the real estate of C. F. Duncan,
which have been paid by Francis Halliday.

To garnishment of A. M. Gaines, Comr. vs S. B. Poteet, who was indebted to Francis Halliday, which was applied to judgments of Gramman & Shuttleworth and C. H. Fulkerson for &c. - Judg- ment June 2, 1896, for	194 09	
" Cost on above, from	5 91	
" Int. on above sums (\$200) from June 2, 1896, to Mar 2, 1897,	9 00	209 00
<u>Total due Halliday on above,</u>		<u>\$ 209 00</u>

1897 8 16
1897 3 21
1897 4 14

2 + 17 52 12
107 24 1
10 54 4
10 54 4
11 12 8

3

313 56

209 00

527 56

11 48

534 04

Out due Mar 2, 1897-

Int to Aug 16, 1897-

Int to which Halliday is entitled Aug 16, 97

Rest of note Aug 16, 97

Assigned to Duncan-

579 39

534 04

453 35

3 yrs, Int on 50000 per cent

July 24, 1900 Cash paid

8 10

534 05

13 20
180
36 1
45 0 18
8 1

Statement H. 2.

Statement of Liens against the real estate of
C.F. Duncan, which have been paid by Francis Holliday.

To garnishment of Maxwell & Co. vs. S.B. Poteb, who was indebted to Francis Holliday — Judgment Mar. 2, 1896, for	213	74		
" Int. on \$207.25, part thereof, from Oct. 1, 1894, to Mar. 2, 1896,	17	61		
" Cost of garnishment proceedings,	5	91		
" Int. on above sums (\$237.26) to Mar. 2, 1897,	14	23	251	49
<hr/>				
To garnishment of H.W. Bonhage & Sons vs. S.B. Poteb, who was indebted to Francis Holliday — Judgment Mar. 2, 1896, for	49	27		
" Int. on \$42.27, part thereof, from Nov. 5, 1894, to Mar. 2, 1896,	3	38		
" Cost of same,	5	91		
" Int. on above sums (\$8.56) to Mar. 2, 1897,	3	51	62	07
Total due to Holliday on above, <hr/>			\$313	56

Statement H. I.

Calculation of Judgment of

Admr. & als
Skaggs v. S. Duncan & as.

$$\$1510.00 = \text{Pr. due } 1890-7-14$$

$$42.03 = \text{Int. to } 1891-1-1.$$

$$\underline{1552.03}$$

$$45.00 = \text{Cr}$$

$$\underline{1507.03}$$

$$74.84 = \text{Int. to } 1891-10-29.$$

$$\underline{1581.87}$$

$$194.35 = \text{Cr. } \$45.00 + 149.35$$

$$\underline{1387.52}$$

$$88.33 = \text{Int. to } 1892-11-21.$$

$$\underline{1475.85}$$

$$150.00 = \text{Cr.}$$

$$\underline{1325.85}$$

$$184.95 = \text{Int. to } 1895-3-18$$

$$\underline{1510.80}$$

$$300.00$$

$$\underline{1210.80}$$

$$141.86 = \text{Int. to } 1897-3-1.$$

$$\$1352.66 = \text{Due as of Mar. 1. 1897.}$$

$$10.24 = \text{Cash}$$

$$\underline{\$1362.90 =}$$

Calculation

"A"

\$1362.90

Shoggs & Johnston Advers-

vs. } Heale & Co

H. E. Fox, J. W. Fox & C. D. Duncan

\$1510.00 Pr. Due July 14, 1890

42.03 Int to Jan 1, 1891

1552.03

45.00 Cr. Jan 1, 1891

1507.03

78.84 Int to Oct 29, 1891

1581.87

194.35 less - 45.00 + 149.35 -

1387.52

88.33 Int to Nov 21, 1892

1475.85-

150.00 Cr.

1325.85-

184.95 Int to March 18, 1893-

1510.80

300.00 Cr

1210.80

10.24 Cost of Judgt at Law

1221.04

187.55 Int to Aug 18, 1897

1408.59

41.89 Amt due out of Sale of C. F. Duncan land

1366.70

109.28 Int to Dec. 16, 1898

\$1475.98 Amt due Dec. 16, 1898.

We will recommend as a
compromise to our clients the acceptance
of the sum of \$500.00 in full settlement
of this matter.

Wm. Johnston Pres. Atty

Judgment of
Hurst & Shelburn

vs.
C. F. Duncan.

\$29.10 = Pr. as of 1895-3-1

3.49 = Int. to Mar. 1, 1897

\$32.59 = Amt due as of Mar 1, 1897

6.98 = Cost

\$39.57

Calculation

7 B.

\$39.57

Judgment of A. M. Lewis, Comr,
vs. C. F. Duncan et al

633.52 = Pr - 1894-2-19,

207.13 = Judgment of B. of Beg Stone Got

426.69

150.06 = Int to Sept 21, 1894

441.45-

50.00 = Cr

391.45-

32.09 = Int to Feb 3, 1896

423.54

150.00 = Cr

273.54

5.42 = Int. June 2, 1896

278.96

194.09 = Cr.

84.87

381 = Int to Mar 1, 1897

88.68 = Am't. Due Mar 1, 1897

10.29 = Cash

98.97

Calculation

6"

\$98.97

C. F. Duncan,
 In acct. with,
 His Lien Creditors.

"A"
 Docketed
 in J. L. D.
 Dec. 10th 1894

To Bal. on judgment of
 J. F. Shaggs, Admr. & al. vs.
 H. E. Fox, J. M. Fox and C. F. Dun-
 can - judgment at Nov.
 term, 1894 - See calcula-
 tion filed marked "A," and
 judgment Lien docket, 1362 90 1362 90

==

"B"
 Docketed
 in J. L. D.
 Feb 26th 1895

To judgment in favor of
 Hurst & Shelburn vs C. F.
 Duncan - judgment at
 March term, 1895 - See
 calculation filed marked
 "B," and judgment Lien dock-
 et, 29 10
 Int. on same to Mar. 1, 1897 3 49
 Cost of suit, 6 98 39 57

==

"C"
 Docketed in
 J. L. Docket
 Dec 3-1895

To Bal. on judgment of
 A. M. Lewis, Comr. vs C. F. Dun-
 can, Geo. & Francis Holliday -
 judgment at Nov. term,
 1895 - See calculation filed
 marked "C," and judgment
 Lien docket, 98 97 98 97

Total Lien Indebtedness as of Mar 1, '97, \$1501 44

==

The plan of lien 6 is accepted to. This is a
part of the Judgment of Gammann, Shuttleworth
and C. H. C. Fullerton, and this lien has the
same priority as the original judgment
and especially is this so as to Francis Halli-
day who is surety for said lien and
may have to pay it

Francis Halliday
by C. S. Duncan atty

Total Lien Indebtedness,
due as of Mar 197, \$1501.44.

" Duncan "

" 2 "

Two parcels -

1st containing $5\frac{1}{2}$ acres bounded on the North by M D Richmond's home place on the East by Poor house lands on the South by Mat Sims lands and on the West by the Blackwater road -

The 2nd contains 21 acres bounded on North by Alex Martins land on East by Mat Sims land on South by John Hines land and on West by M S Hines land

For value received I hereby assign to
Mrs Mary E Duncan the two recoveries in
my behalf, in the chancery cause of Hayges
& Johnson Administrators against H. E. Fox & others
These two sums were decreed in my favor against
C. J. Duncan, and for which his property was
sold in said chancery cause and purchased
by the said M. E. Duncan This the 11th day of
Nov 1849.

Witness.

Francis Holliday

George Holliday

Holliday

To

Mrs Duncan

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of C. T. Duncan
and Francis Holliday

late in your Bailiwick, you cause to be made \$ 545.92 the penalty of a Forthcoming bond, to be discharged by payment of \$ 272.92, with legal interest thereon from the 15th day of August, 18 92 till payment, which Gramman
& Shuttleworth

lately in our Circuit Court of Lee County, have recovered against Them by motion on said bond

Also, \$ 5.90, which to the said Gramman & Shuttleworth
Shuttleworth in our Court were adjudged for This costs in

that behalf expended whereof the said Duncan & Holliday
are convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in May
next, to render to the said Gramman & Shuttleworth
of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 20th day of March 18 93, in the 11 7 year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 3.65 -
8.2.00
Geo C. 25 -
\$ 57.90

291) Circum (C. & G.)

March 6th/93

Granman & Shuttleworth
vs $\frac{3}{4}$ Fi. Fa.

C. T. Duncan et al

As Forthcoming Bond
to be taken.

To 1st May Rules 1893.

Not executed nor
properly found
This May the 1. 1893

C. E. Flanagan s. 2. 4

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

^{again}
WE ~~COMMAND~~ YOU, That you summon *Narrace E Fox, John Fox and*

C. S. Duncan,

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the *3rd*

Monday in *October 1894*

next to answer *J. H. Skaggs and Charles E. Johnston, Administrators*

of all and singular the goods and chattels, rights
and credits which were of Elizabeth Howard deceased.

upon a plea of *Debitum a bond, \$1500* damages \$ *2000⁰⁰*

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the *4th*

day of *October* 189*4*, and in the 11 *9* year of the Commonwealth.

A copy—Teste:

A B Munsey, Clerk.

P Bros (Circuit)

J. F. Skaggs et al Adm

vs Sumo Debt

Horrace E Fox et al

To 2nd Oct Rules

I, Horrace E. Fox, one of the defendants to the within named
action hereby accept service of the within summons, this
the 5th day of October, 1894.

Horrace E. Fox,

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

^{again}
WE COMMAND YOU, That you summon

Herrace E. Fox, John Fox and
W. J. Duncan

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

First
October 1894

next to answer

J. F. Skaggs and Charles E. Johnston Administrators
of all and singular the goods and Chattels rights
& Credits of Elizabeth Howard deceased

upon a plea of

Debt on a Bond \$ 15,000 00 damages \$ *2,000 00*

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

September 1894, and in the 11 *9th* year of the Commonwealth.

A copy—Teste:

A. B. Munsey, Clerk.

P/Broo

Circuit

J F Skaggs et al Admr

vs } Summs Debt

H. E. Fox et. als

Lo 1st October Rules 1894

Executed by deliv-
ering a true copy of
the within summons
to ~~at the~~ ~~and~~

John Fox, on the
19th day of Sept-
1894.

This Sept 19 1894

W. E. Kelly

Sergeant of Big Blaine
Gap Va

The Commonwealth of Virginia, *wise*
To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon

*Horace E. Fox & John Fox
and Charles T. Duncan*

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

September

next to answer.

*J. H. Skaggs and Charles E. Johnston adminis-
trator of all and singular the ^{good} and chattels rights
& credits of Elizabeth Howard deceased*

upon a plea of *Debt on a bond \$1500.00*, damages \$ *2000.00*

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

August

189

4 and in the *11th*

year of the Commonwealth.

A copy—Teste:

A. B. Munsey, Clerk.

A Copy Teste A. B. Munsey Clerk

J. F. Skagg^{adm} et al.

VS } Sum Debt

H. E. Fox et al

To 2nd Sept Rules

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

Horace E Fox + John Fox
and Charles T Duncan

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

Second
September

next to answer

*J. F. Skaggs and Charles E Johnston admin-
istrators of all and singular the goods and
chattels, rights + credits of Elizabeth Howard deceased*

upon a plea of

Debt on a bond \$500 00 damages \$2000 00

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

August 189 *4* and in the 11 *9th* year of the Commonwealth.

A ~~A copy~~ Teste:

A B Munsey, Clerk.

(P. 200) (Circuit)

J. F. Skaggs et al admr

vs } Sums debt

Horace E. Fox et al

2nd September Rules 1874

Executed Aug the 22. 1874

by delivering an office
copy of the within summons

To C. J. Duncan

C. C. Flanagan J. L. C.

Aug 22. 74. 28

For Rent.

Virginia, Lee County Circuit Court:

Gramman & Shuttlesworth, - Plffs.

vs. { In Chancery

C. T. Duncan & al, - - Defs.

Pursuant to a decree rendered in this cause at the Nov. term, 1893, the undersigned Commissioner will proceed to rent the land and premises set out in Comr. Robt. L. Pennington's report filed in this case, the same being the land and premises upon which said C. T. Duncan now lives, at the front door of the Courthouse of said County, on the first day of the February term, 1894, of the County Court of said county, to the highest and best bidder who will pay the debts listed in said Comr. Robt. L. Pennington's report, together with the costs of this suit, and the commissions of this rental, for the least period of time less than five years.

So much of the rental value of this land and premises as may be necessary to pay the costs of this suit and the commissions of this renting will be required to be paid in hand, and for the residue bonds payable in six and twelve months with good personal security will be required of the renter, bearing interest from day of sale.

A. M. Gains,

Special Comr.





Gramman & Shuttleworth

vs { Notice of Renting.

C. T. Duncan & al.

February 15th, 1894.

NOVEMBER, 1894.

SUN.	MON.	TUES.	WED.	THUS.	FRI.	SAT.
★	★	★	★	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	★
★	★	MOON'S PHASES	 5 FIRST QU'R.	 13 FULL MOON	 19 LAST QU'R.	 27 NEW MOON

I, A. B. Munsey, clerk of the
Circuit Court for Rice County
hereby certify that there is no
book kept in my office as
provided for under § 3626 of the
code, ~~for~~ in which is kept the
date of faith coming forfeited bonds
& their amounts & the names of the
obligees named therein, and showing
what sum will be sufficient to discharge
the obligation. Given under my
hand this the 6th day of March, 1897.

A. B. Munsey
Clerk of the Ct. Court

Certificate
of
Class.

At a Circuit-Court for Lee County continued and
held on the 9 day of June 1893, at the Lee Co. Court house:-

Gramma and Shuttleworth, Comrs -

v.s. } In Leamery -

C. T. Duncan - - - - - left.

It is therefore adjudged and decreed, that R. L. Pennington, who is hereby appointed a Special Commissioner for these purposes do take stock and ascertain the liens on the lands of said C. T. Duncan and to whom and when due and their priorities if any exist, and he will further ascertain what real estate the said Duncan owns and whether the rental value thereof will in five years pay all judgment-liens exclusive of the payment of other liens. And he will report his action to court.

The Notice

Janesville 3rd June 15th 1893.

The parties interested in the decree of which the foregoing is an extract will take notice that on the 3rd day of July 1893 I will proceed, at my office in the town of Janesville, to execute the same.

Robert L. Pennington

Special Commissioner.

Grammar & Shuttlesworth Conf.

vs. } in Chancery -

C. F. Owen ex. adm. vs. Deft.

Notice of Spec. Commr.

Know all Men by these Presents, That we A. M. Goins and
Geo W Blankenship
 are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fifteen
Hundred dollars, to payment whereof, well and truly to be made to
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.
 Sealed with our seals, and dated this 26th day of December
 one thousand eight hundred and 93.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound A. M. Goins
 shall faithfully perform the duties of his office or trust, as Commissioner
 under a decree of the Circuit Court of the County of Lee, pronounced on the 17th day
 of November, 1893, in the suit therein depending under the name and style
 of Grauman + Shuttlesworth vs C. T. Duncan et al

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
 presence of

A. M. Goins [SEAL.]

Geo W Blankenship [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day G. W. Blankenship
 surety on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court
 of the County of Lee, that his estate after the payment of all his just
 debts, and those for which he bound as security for others, and expect to
 have to pay worth the sum of Fifteen Hundred
dollars.

Given under my hand this 26th day of December 1893.

Teste:

A. B. Munsey Clerk

A Copy Lute

A. B. Munsey Clerk

Grauman & Shuttleworth

A. M. Goins et al

to { COMMISSIONER
BOND.

Commonwealth.

In the Clerk's Office of the Circuit Court of the County of
Lee

against

J. F. Skaggs et al Admr Plaintiff

In Chancery

Horace E. Fox et al Defendant

This day

J. F. Skaggs

personally appeared

before me.

A. B. Munsey

Clerk of the said Court,

and being duly sworn, made oath that

Horace E. Fox & J. M. Fox

defendant S in the said suit are not residents of the State of Virginia,

Given under my hand as Clerk of the said Court, this

16th

day of

December

A. B. Munsey Clerk

1895

J. F. Skaggs admr

vs. } AFFIDAVIT FOR ORDER
OF
PUBLICATION.

H. E. Fox et al

P. Bras p. q.

Filed Dec 16th 1895
W B Munsey
Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 16th day of December 1895

J F Skaggs et al Admr Plaintiff
against

In Chancery

Horace E. Fox et als Defendant.

The object of this suit is to enforce a judgment lien for
\$1500.00 with interest from the 14th day of 1890
subject to the following credits \$48.00 Jan 1st 1891 \$48.00
July 1st 1891 \$149.55 Oct 29th 1891 & \$159.00 March 2nd 1892
And an affidavit having been made and filed that the defendant Horace E. Fox and

J M Fox
not resident of the State of Virginia, it is ordered that they do appear here, within fifteen
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q.

A B Munsey Clerk.

J. L. Skaggs et al admr

VS.

ORDER
OF
PUBLICATION.

Norrace E. Fox et al

Pennington Bros Pgr

Virginia Lee Co to-wit

AVB Munsey Clerk of
the Circuit Court for Lee
County do certify that
I posted a copy of the
within order of Pub at
the front door of the
Court house of Lee Co
at the January term of
the Co Court. This the
3rd of Feby 1896

AVB Munsey Clk

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON *C. T. Duncan & Francis Holliday*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the ^{third} ~~first~~ Monday in *May*
.....next, being rule day to answer a bill in Chancery exhibited in our said Court against

them by *Samuel G. Trauman &*
James A. Shuttleworth farmers in trade under
the style and firm of Trauman & Shuttle-
worth

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *8* day of *May* 18*93*, in the 11*7* year of the Commonwealth.

J. R. Gibson Clerk.

A Copy Teste.....Clerk.

Graham & Shuttleworth
vs { Spa Chy.

C. T. Duncan et al.

2nd May Rules 1873.

service accepted

This 8th day of May
1893..

C. T. Duncan

Francis Halliday

by C. T. Duncan att'y

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

Horace C. Fox
J. H. Fox and C. P. Duncan

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *1st* Monday in *January*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by

J. F. Skaggs & C. E. Johnston administrators
of the estate of Elizabeth Howard decd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-

house, the *30th* day of *November*, 189*6*, and in the

120th year of the Commonwealth.

A Copy Teste

A. B. Munsey Clerk

A. B. Munsey Clerk.

vs. { SUPÆNA
IN CHANCERY.

.....p. q.

To.....Rules,
Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon Norace E. Long & Son

vs. L. P. Duncan

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the 15th Monday in January, 1896, to answer a

bill in Chancery, exhibited against them in our said court by

J. F. Skaggs & Co. E. Johnston administrators
of the Estate of Elizabeth Howard decd.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the 30th day of November, 1896, and in the

12th year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Dated

A. B. Munsey Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*Horace E. Fox, J. W. Fox
+ C. T. Duncan*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *15th* Monday in *January*, 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by *J. H.*

*Skaggs + C. E. Johnston administrators of
the Estate of Elizabeth Howard decd*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *30th* day of *November*, 189*5*, and in the

120th year of the Commonwealth.

A. B. Munsey Clerk.

3 Copies

C. V. Duncan Jan 6th 1896

J. F. Skaggs et al adms

SUPCENA

vs.

IN

CHANCERY.

H. E. Fox et als

P. Bros p. q.

To 1st Jan Rules, 1896

Circuit Court.

Executed in part
Jan the 6th 1896

by delivering an
office copy of the
within Sumas
to C. V. Duncan

Not further Executed
not found this

Jan 6th 1896

Wm. P. Weston
S. L. 6

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

Horace E. Fox & John Fox
and Charles T. Duncan

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

next to answer

October
J. F. Skaggs and Charles E. Johnston
Administrators of all and singular the goods
and chattels rights & credits of Elizabeth Howard deceased
upon a plea of *Debt on a bond \$1500.00* damages *\$2000.00*

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

August 1894, and in the 119th year of the Commonwealth.

A Copy Teste
A B Munsey Clerk

A B Munsey, Clerk.

The Commonwealth of Virginia, *wise*
To the Sheriff of the County of ~~Lee~~ Greeting:

WE COMMAND YOU, That you summon

Horrace E. Fox & John Fox
and Charles T. Duncan

to appear at the Clerk's office of the Circuit Court of the county of Lee, at the court house on the

Monday in

September

next to answer

*J. F. Skaggs and Charles E. Johnston admin-
istrators of all and singular the goods and Chattels
rights & credits of Elizabeth Howard deceased*

upon a plea of

Sett on a bond \$1500 00 damages \$ *2000 00*

And have then there this writ. WITNESS, A. B. MUNSEY, Clerk of our said court, at the court house, the

day of

August

189 *4*

and in the *11th*

year of the Commonwealth.

A Copy Teste

~~A Copy~~ - Teste:

A. B. Munsey, Clerk.

A. B. Munsey Clerk

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 16th day of December 1895.

J. F. Skaggs et al Adm'r Plaintiffs
against
Horace E. Fox et als Defendants
In Chancery.

The object of this suit is to enforce a judgment lien for \$1500.00 with interest from the 14th day of July, 1890, subject to the following credits, \$45.00 Jan. 1st, 1891; \$45.00 July 1st, 1891; \$149.35 Oct. 29th, 1891 and \$150.00 March 21st, 1892. And an affidavit having been made and filed that the defendants Horace E. Fox and J. W. Fox are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Southwest Virginian, and that a copy be posted at the front door of the courthouse of this county on the first day of the next term of the county court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros, p. q.

jan 2 46

Plf's Costs

Clerk 10.00

Tax 1.50

Shelf 1.50

atly 15.00

Printer 5.00

Court 10.00

Estimated 5.00

\$48.61

Skaggs & Johnston

In Chambers

W. C. Fox et al.

1896 1st Jan'y rules bill
filed & pa executed as
to home debt D. K. Asto
him & Cont'd Asto non res-
idents fo O.P.

2nd Jan'y rules D. K. Cont'd
as to home debt & Cont
for Ord Pat do to non
residents

1st Feby rules O.P. Compt.
& Cause set for hearing

36.00

11 Mar 3.25
10 Feby 3.25
10 Feby 3.25